

# Exhibitor Agreement

International Conference Management, Inc  
13740 Highway 183, Building I  
Austin, TX 78750  
P. (512) 249-5303  
P. (877) 219-3976  
F. (512) 249-5023



**2015 IMAGE Expo show!**

**May 17 & 18, 2015**

Sunday 9:00am - 6:00pm

Monday 9:00am - 4:00pm

George R Brown Convention Center  
Hall E

1001 Avenida De Las Americas  
Houston, TX 77010

Company Name (how it will appear in the SHOW Listing and sign): \_\_\_\_\_

Key Contact: \_\_\_\_\_ Show Contact: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Date: \_\_\_\_\_ 1st booth choice \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ (office use only) assigned booth # \_\_\_\_\_

**Please list all products & Services to be displayed at the show (any products/services not listed are NOT authorized to display or sell)**

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

## Exhibit Space Rates

\*Please check box of selected space and call for space assignment.

- ☐ **10x10 \$1695** add corner \$200
- ☐ **10x20 \$2695** add corner \$200
- ☐ **10x30 \$3695** add corner \$200
- ☐ **10x50 \$6025**
- ☐ **20x20 \$5095**
- ☐ **20x30 \$7195**
- ☐ **20x40 \$9695**
- ☐ **20x50 \$11,995**

☐ **Bulk Space 1200 sq ft+ \$11/sq. ft.**

Badges must be picked up the day of move in. This includes model badges. Additional badges are \$20 per badge.

- 10x10 Booth = 4 badges
- 10x20 Booth = 6 badges
- 10x30 Booth = 8 badges
- 20x20 Booth = 10 badges
- 20x30 Booth = 12 badges
- 20x40 Booth = 14 badges
- 20x50 Booth = 16 badges

## FLOORING IS REQUIRED.

PARKING PASSES are not included. See the exhibitor manual for more instructions and information.

**NO EXCLUSIVES are offered.**

Sound must be kept at an acceptable limit based on show management.

No children under the age of 16 will be allowed on the show floor.

## Show Directory & Resource Guide

### \*Exhibitor Rates

- 2-pg Spread \$1295
- Back Cover \$995
- Inside Front \$795
- Inside Back \$795
- Full Page \$500
- Half Page \$250
- Design Rate \$110/Hour

☐ **Vertical** or ☐ **Horizontal**  
all ads are full color

## SPECIAL INSTRUCTIONS

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

## Cost Breakdown

Booth Price \$ \_\_\_\_\_

Bulk Space \_\_\_\_\_ sq ft x \$11/sq. ft \$ \_\_\_\_\_

Show Directory Advertisement \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

**NO REFUNDS after the booth assignment.**  
**Please see the back for Rules and Regulations.**  
**By signing this contract, YOU AGREE to the rules and regulations**

## Payment Information:

**Authorize to International Conference Management, Inc**

Type of Card: Amex. VISA MC CVC Code \_\_\_\_\_

Exp. Date \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Name as it is on Card: \_\_\_\_\_

Authorization Signature: \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

## Questions?

**mary@theimageexpo.com**

**LIABILITY INSURANCE IS MANDATORY!**  
**Please see back page for more information.**

## Office Use Only:

Amount: \$ \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ Auth. # \_\_\_\_\_ Batch # \_\_\_\_\_

# EXHIBITION RULES AND REGULATIONS

## 1. TERMS AND REFERENCE

The Event is owned by ICM, INC. Image Expo, produced and managed by ICM, INC. As used hereinafter, the term "Organizer" means, collectively, ICM, INC. Image Expo and each of their officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by ICM in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

## 2. QUALIFICATIONS OF EXHIBITOR

ICM, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who supply products and services to the health, beauty and personal care industry. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited.

## 3. CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been accepted by a duly authorized representative of ICM. Payment must be received in full in order to permit Exhibitor to move in and set up and/or occupy the booth space allocated.

## 4. EXHIBITOR SERVICE MANUAL

ICM will offer access to the Exhibitor Service Manual to the "Primary Contact" listed on the front of this contract. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules. ICM makes no guarantees as to number of attendees, and exhibitor must advertise/promote his own business at the Expo. EXHIBIT SPACE RENTAL FEE: The rental fee for exhibit space is listed on side one of this document. Other costs will include move-in / move-out services, utilities, rental of tables, chairs or other booth furnishings, as well as advertising in the Official Show Directory; and such costs are not included in the exhibit space rental fee. PAYMENT: Exhibit space may be assigned by completing the Application / Contract for Exhibit Space. All Spaces must be paid for as agreed upon between ICM and the exhibiting firm, with no refunds after exhibit space is assigned and client further agrees to make NO CHARGEBACK CLAIM to any credit card company. ICM is not responsible for what exhibitors showcase. Acceptance of money by ICM under this contract is not binding upon the Show if said money is returned before acceptance of contract. Verbal agreements or promises made by sales representatives will not be binding on ICM.

## 5. ASSIGNMENT OF SPACE

Exhibit space shall be assigned by ICM in its sole discretion for the Event. ICM reserves the right to change the floor plan or to move an exhibitor to another booth location prior to or during the Event if ICM in its sole discretion determines that to do so is in the best interest of the Event. Exhibitor shall have no claim for compensation or refund as a result of any changes.

## 6. CANCELLATION BY EXHIBITOR

Exhibitor, upon signing the "Application" for space shall be responsible for payment. Because these dates are related to the Event Dates and not to the date of this contract, these dates shall apply regardless of the date on which this contract is executed. This amount is considered to be liquidated and agreed upon damages for the injuries ICM will suffer as a result of Exhibitor's cancellation, and not a penalty. The parties understand that the withdrawal of the booth space reserved from availability at a time when other parties would be interested in applying for it will cause ICM to sustain damages. In this situation, the ICM damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this contract as a valid pre-estimate of these damages. The date of cancellation shall be the date ICM received the notice. ICM reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the original space and purchase of the new booth space. An Exhibitor may be required to move to a new location if it requests a downsizing of space. ICM reserves the right to hold refundable amounts until completion of the Event.

## 7. CANCELLATION BY ICM

ICM reserves the right to terminate this contract immediately by written notice in the event of breach or anticipatory breach by Exhibitor of any of the terms and conditions set forth herein, including Exhibitor's failure to make a payment when due under the terms of the contract, and to remove or restrict an exhibit that ICM in its sole discretion, considers objectionable or inappropriate. In the event ICM terminates the contract or removes or restricts and exhibit as provided herein, no refund will be due to Exhibitor. ICM is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. In addition ICM in its sole discretion may refuse to consider for participation in future events an Exhibitor who violates or fails to abide by the contract.

## 8. CANCELLATION OF THE EVENT

ICM may cancel all or any part of the Event or reduce the amount of space allocated to the Event for any reason in its sole discretion and for acts beyond its reasonable control (such as acts of God, acts of war, governmental emergency, labor strike

or unavailability of the Event Facility). If the Event is cancelled in its entirety, this contract shall automatically terminate, and ICM shall refund to each exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Organizer to Exhibitor. Refunds shall not be made for partial cancellations or reductions in the size or scope of the Event. Any exhibitor who cancels this contract prior to any cancellation of the Event by ICM shall not be entitled to any refunds.

## 9. CHANGES TO THE EVENT

ICM reserves the right to re-name or re-locate the Event or change the dates on which it is held. If ICM changes the name of the Event to another event facility within 50 miles of the Event Facility, or changes the dates for the Event to dates that are not more than 90 days earlier or 90 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor. If ICM elects to move the Event to an event facility more than 50 miles away from the event facility or to reschedule the Event to a date more than 90 days earlier or 30 days later than the Event Dates, ICM shall refund to Exhibitor its exhibitor space rental payment previously paid, in full satisfaction of all liability of Organizer to Exhibitor.

## 10. EXHIBIT SPACE OCCUPANCY

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by ICM. If Exhibitor fails to install its display in its assigned space or leaves its space unattended during the Event hours, ICM shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by ICM. No property may be removed from the Event before the Event ends. After the close of the Event, all exhibits shall be removed and cleared from the exhibition space and vacant possession of the exhibition space shall be delivered and made available to Exhibitor. Any property remaining may be sold or otherwise disposed of by ICM at the Exhibitor's expense. Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Any penalty or other charge assessed against Organizer by the Event Facility or any contractors for failure of Exhibitor to comply with the terms of this contract shall be borne, together with collection and enforcement costs, by Exhibitor.

## 11. INSURANCE

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph. (A) Workers' Compensation insurance in statutory amounts; (B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); Certificates of insurance, with additional insured and primary coverage endorsements satisfactory to Organizer shall be furnished to Organizer sixty (60) days before the first day of the Event. The Certificates shall provide that the insurance may not be cancelled without 30 days' advance written notice to ICM. Exhibitor acknowledges that the certificate of insurance requirement shall not be deemed waived, nor shall Exhibitor be relieved of its obligation to provide such certificate, even if Organizer provides Exhibitor with the benefits hereunder without having received such certificate from Exhibitor.

## 12. ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor here by releases all of them from, and covenants not to sue any of them with respect, any and all risks, losses, damages and liabilities described in this paragraph.

## 13. INDEMNIFICATION

Exhibitor shall on a current basis indemnify, defend (with legal counsel) satisfactory to ICM and hold harmless Organizer and the Event Facility from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with (a) Exhibitor's participation nor presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

## 14. TAXES AND LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of ICM.

## 15. CHARACTER OF DISPLAYS; USE OF AISLES AND COMMON AREAS

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitors booth. Balloon and stickers are prohibited in the exhibit area. (Handouts with gummed backing that adheres or causes Adhesion are considered stickers.) Equipment must be arranged so that visitors do not stand in the aisle while examining equipment or watching demonstrations.

## 16. LISTINGS AND PROMOTIONAL MATERIALS

By exhibiting at the Event, Exhibitor grants to Organizer a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in ICM promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor from the directory or other lists or materials; ICM may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any ICM promotional purpose.

## 17. COPYRIGHTED MATERIALS

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

## 18. SOUND DEVICES

The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

## 19. CONTRACTOR SERVICES

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, ICM has contracted, on an exclusive basis, official contractors to provide certain services. Service Companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in "Exhibitor Service Manual".

## 20. ADDITIONAL TERMS AND CONDITIONS

Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. Any amendment to this contract must be in writing and signed by an authorized representative of ICM. Exhibitor may not assign this contractor any right here under nor may Exhibitor sublet or license all or any portion of its exhibit space.

## 21. GOVERNING LAWS

This contract is governed by the laws of the State of Texas as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Texas shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to his contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Texas.

## 22. COUNTERFEIT AND PROHIBITED GOODS

The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations where the event takes place ("Prohibited Goods"). The exhibitor takes full responsibility to ensure compliance with the Organizer rules set out in this section. The Exhibitor agrees to indemnify and hold harmless the Organizers arising out of the Exhibition of any Infringing Goods or Prohibited Goods by the Exhibitor, or acts by third parties as a consequence thereof. Exhibitor is responsible to show proof of legal ownership or distribution rights if requested by Organizer. In the absence of said proof, Organizer may remove the offending items from display.

## 23. COMPANIES REPRESENTED AT THE EVENT

The Exhibitor is not permitted to have an additional company or organization represented at the booth without prior written approval from ICM. In order to share a booth, a minimum of 100 square feet must be purchased. Sharers must fill out the booth sharing portion of the contract. This portion of the contract must get approval from ICM.